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|--|----------|---|--------------------|---|------------------|--|------|
| SOLICITATION, OFFER, AND AWARD Government of the District of Columbia | | | | 1. Caption | | Page of Pages | |
| | | | | DDS/DDA Provider Certification Reviews | | 1 | 82 |
| 2. Contract Number | | 3. Solicitation Number | | 4. Type of Solicitation | | 5. Date Issued | |
| | | DCJM-2015-R-0002 | | <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) | | September 12, 2014 | |
| | | | | | | | |
| | | | | | | 6. Type of Market | |
| | | | | | | <input type="checkbox"/> Open <input checked="" type="checkbox"/> Open Market with Subcontracting Set Aside | |
| 7. Issued By: | | | | 8. Address Offer to: | | | |
| Department on Disability Services Office of Contracts and Procurement 1125 15 th Street NW, 4 th Floor Washington, DC 20005-2720 | | | | Same as Block 7 | | | |
| NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder" | | | | | | | |
| SOLICITATION | | | | | | | |
| 9. Sealed offers in <u>original and five (5) copies</u> for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>1125 15th Street NW, 2nd Floor</u> until <u>2:00 p.m.</u> local time on <u>October 14, 2014</u> . | | | | | | | |
| CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation. | | | | | | | |
| 10. For Information Contact: | | A. Name | | B. Telephone Number | | C. E-mail Address | |
| | | Maureen Hill | | 202 730-1522 Fax 202-730-1514 | | Maureen.Hill@dc.gov | |
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| OFFER | | | | | | | |
| 12. The undersigned agrees, if this offer is accepted within <u>30</u> calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein. | | | | | | | |
| 13. Discount for Prompt Payment | | 10 Calendar days % | 20 Calendar days % | 30 Calendar days % | Calendar days % | | |
| | | | | | | | |
| 14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION): | | Amendment Number | | Date | Amendment Number | | Date |
| | | | | | | | |
| Name and Address of Offeror | | | | 16. Name and Title of Person Authorized to Sign Offer/Contract | | | |
| | | | | | | | |
| 15B. Telephone | | 15C. Check if remittance address is different from above <input type="checkbox"/> | | 17. Signature | | 18. Offer Date | |
| (Area Code) | (Number) | (Ext) | | | | | |
| AWARD (TO BE COMPLETED BY GOVERNMENT) | | | | | | | |
| 19. Accepted as to Items numbered | | 20. Amount | | 21. Accounting and Appropriation Data | | | |
| | | | | | | | |
| 22. Name of Contracting Officer (Type or Print) | | | | 23. Signature of Contracting Officer (District of Columbia) | | 24. Award Date | |
| | | | | | | | |

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia (District), Department on Disability Services (DDS) seeks a contractor **certified** as a Quality Improvement Organization (QIO) or QIO – like entity by the U.S. Department of Health & Human Services, Centers for Medicare and Medicaid Services (CMS) to conduct Provider Certification Reviews (PCRs), Individual Support Plan (ISP) utilization reviews and Service Coordination Performance Audits of CMS Home and Community Based Services (HCBS) Waiver Providers for residents of the District of Columbia with intellectual and developmental disabilities (IDD).

B.1.1 The District shall award a single requirements type contract with payments based on the fixed unit prices set forth in Section B.3, Price Schedule.

B.2 REQUIREMENTS CONTRACT

The District will purchase its requirements of services detailed herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimates shall not be construed as a representation that the estimated quantities will be required or ordered, or that conditions affecting the requirements will be stable. Nor shall the estimated quantities be construed to limit the quantities the District may order from the contractor or relieve the Contractor of its obligation to fill all orders initiated by the District.

B.2.1 Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.11. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

B.2.2 There is no limit on the number of orders that may be issued. The District may issue orders for performance at multiple locations.

B.2.3 Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the expiration date of the contract

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR

| CLIN | Item Description | Unit | Unit Price | Est. Qty. | Estimated Total Price |
|---|---|------|------------|-----------|------------------------------|
| 0001 | Provider Certification Reviews (PCRs), Annual/Full Scale as described in Section C.3.1 | Each | | 200 | |
| 0002 | Provider Certification Reviews (PCRs), Abbreviated/Initial, as described in Section C.3.1.2 | Each | | 90 | |
| 0003 | Follow-up Provider Certification Reviews (PCRs) of providers with more than 50 deficiencies in Annual/Full Scale PCR. | Each | | 10 | |
| 0004 | Annual PCR Comprehensive Report as described in Section C.3.7.2. | Each | | 1 | |
| 0005 | Annual Individual Support Plan (ISP) Utilization Reviews as described in Section C.3.3. | Each | | 1 | |
| 0006 | Annual Service Coordination Performance Audit as described in Section C.3.4. | Each | | 1 | |
| 0007 | Reports and Deliverables | Lot | | 1 | NOT SEPARATELY PRICED |
| ESTIMATED TOTAL AMOUNT FOR THE BASE YEAR | | | | | \$ _____ |

B.3.2 OPTION YEAR ONE

| CLIN | Item Description | Unit | Unit Price | Est. Qty. | Estimated Total Price |
|---|---|-------------|-------------------|------------------|------------------------------|
| 1001 | Provider Certification Reviews (PCRs), Annual/Full Scale as described in Section C.3.1 | Each | | 200 | |
| 1002 | Provider Certification Reviews (PCRs), Abbreviated/Initial, as described in Section C.3.1.2 | Each | | 90 | |
| 1003 | Follow-up Provider Certification Reviews (PCRs) of providers with more than 50 deficiencies in Annual/Full Scale PCR. | Each | | 10 | |
| 1004 | Annual PCR Comprehensive Report as described in Section C.3.7.2. | Each | | 1 | |
| 1005 | Annual Individual Support Plan (ISP) Utilization Reviews as described in Section C.3.3. | Each | | 1 | |
| 1006 | Annual Service Coordination Performance Audit as described in Section C.3.4. | Each | | 1 | |
| 1007 | Reports and Deliverables | Lot | | 1 | NOT SEPARATELY PRICED |
| ESTIMATED TOTAL AMOUNT FOR OPTION YEAR ONE | | | | | \$ _____ |

B.3.3 OPTION YEAR TWO

| CLIN | Item Description | Unit | Unit Price | Est. Qty. | Estimated Total Price |
|---|---|-------------|-------------------|------------------|------------------------------|
| 2001 | Provider Certification Reviews (PCRs), Annual/Full Scale as described in Section C.3.1 | Each | | 200 | |
| 2002 | Provider Certification Reviews (PCRs), Abbreviated/Initial, as described in Section C.3.1.2 | Each | | 90 | |
| 2003 | Follow-up Provider Certification Reviews (PCRs) of providers with more than 50 deficiencies in Annual/Full Scale PCR. | Each | | 10 | |
| 2004 | Annual PCR Comprehensive Report as described in Section C.3.7.2. | Each | | 1 | |
| 2005 | Annual Individual Support Plan (ISP) Utilization Reviews as described in Section C.3.3. | Each | | 1 | |
| 2006 | Annual Service Coordination Performance Audit as described in Section C.3.4. | Each | | 1 | |
| 2007 | Reports and Deliverables | Lot | | 1 | NOT SEPARATELY PRICED |
| ESTIMATED TOTAL AMOUNT FOR OPTION YEAR TWO | | | | | \$ _____ |

B.3.4 OPTION YEAR THREE

| CLIN | Item Description | Unit | Unit Price | Est. Qty. | Estimated Total Price |
|---|---|-------------|-------------------|------------------|------------------------------|
| 3001 | Provider Certification Reviews (PCRs), Annual/Full Scale as described in Section C.3.1 | Each | | 200 | |
| 3002 | Provider Certification Reviews (PCRs), Abbreviated/Initial, as described in Section C.3.1.2 | Each | | 90 | |
| 3003 | Follow-up Provider Certification Reviews (PCRs) of providers with more than 50 deficiencies in Annual/Full Scale PCR. | Each | | 10 | |
| 3004 | Annual PCR Comprehensive Report as described in Section C.3.7.2. | Each | | 1 | |
| 3005 | Annual Individual Support Plan (ISP) Utilization Reviews as described in Section C.3.3. | Each | | 1 | |
| 3006 | Annual Service Coordination Performance Audit as described in Section C.3.4. | Each | | 1 | |
| 3007 | Reports and Deliverables | Lot | | 1 | NOT SEPARATELY PRICED |
| ESTIMATED TOTAL AMOUNT FOR OPTION YEAR THREE | | | | | \$ _____ |

B.3.5 OPTION YEAR FOUR

| CLIN | Item Description | Unit | Unit Price | Est. Qty. | Estimated Total Price |
|--|---|-------------|-------------------|------------------|------------------------------|
| 4001 | Provider Certification Reviews (PCRs), Annual/Full Scale as described in Section C.3.1 | Each | | 200 | |
| 4002 | Provider Certification Reviews (PCRs), Abbreviated/Initial, as described in Section C.3.1.2 | Each | | 90 | |
| 4003 | Follow-up Provider Certification Reviews (PCRs) of providers with more than 50 deficiencies in Annual/Full Scale PCR. | Each | | 10 | |
| 4004 | Annual PCR Comprehensive Report as described in Section C.3.7.2. | Each | | 1 | |
| 4005 | Annual Individual Support Plan (ISP) Utilization Reviews as described in Section C.3.3. | Each | | 1 | |
| 4006 | Annual Service Coordination Performance Audit as described in Section C.3.4 | Each | | 1 | |
| 4007 | Reports and Deliverables | Lot | | 1 | NOT SEPARATELY PRICED |
| ESTIMATED TOTAL AMOUNT FOR OPTION YEAR FOUR | | | | | \$ _____ |

B.3.6 TOTAL ESTIMATED AMOUNT FOR BASE AND FOUR OPTION YEARS

\$ _____

B.3.7 The attached Department of Labor Service Contract Act Wage Determination No. 2005-2103, Revision No. 14, July 25, 2014 is incorporated.

B.3.8 An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.18. Unless a waiver is granted prior to closing, proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

C.1.1. The Contractor shall conduct Provider Certification Reviews (PCRs), Individual Support Plan (ISP) utilization reviews and Service Coordination Performance Audits of CMS Home and Community Based Services (HCBS) Waiver Providers of residential service programs for approximately 2,000 persons with intellectual and developmental disabilities (IDD). The Contractor shall ensure the quality, effectiveness, efficiency and economy of healthcare services provided are consistent with District laws, regulations and DDS policies and procedures.

C.1.1.1. The Contractor shall act as an agent of the District by carrying out all aspects of the DDS Quality Improvement Program; serving as an administrator and consultant and performing quality improvement reviews and audits of approximately **80** contracted CMS Home and Community Based Services (HCBS) Waiver Providers utilizing approximately **300** residential facilities supporting the District's IDD residents. The number of providers and facilities change as new human care agreements and task orders are awarded. The number of people supported by DDS is not expected to increase or decrease more than ten percent (10%) during each contract period.

C.1.1.2. The Contractor shall ensure the PCR and ISP utilization reviews and Service Coordination Performance Audits performed are consistent with DDS' mission to provide innovative and high quality services that enables the District's persons with IDD to lead meaningful and productive lives as vital members of their families, schools, workplaces and communities.

C.1.1.3. At the direction of DDS/DDA, the Contractor shall develop tools and utilize DDA's existing methods to determine and evaluate if the IDD persons are receiving services from qualified providers and residential service programs through coordination of services detailed in the persons Plan of Care (POC); which includes the Individual Service Plan (ISP), waiver services, State plan and/or local funding, Health Care Management Plan (HCMP) and/or Behavioral Support Plan (BSP) by evaluating the following:

- a. Provider's Qualifications
- b. Executive or Management Summary
- c. Organizational Capacity
- d. Staffing and Staff Training
- e. Reviews/Complaints
- f. Observation and Evaluation
- g. Individual Interviews
- h. Confidentiality of Information
- i. Automation Capabilities
- j. Data and Reports
- k. Internal Quality Control

- C.1.1.4.** The Contractor shall work directly with DDS/DDA to ensure discrepancies or other problems are corrected by the provider within specified timelines instituted by DDS or District and federal laws or regulations.
- C.1.1.5.** The Contractor shall use DDS/DDA's existing provider review tool and Consumer Information System (MCIS) to enter the PCR findings.
- C.1.1.6.** The Contractor shall develop and utilize a method to conduct an annual audit of service coordination delivered by DDA employees and contractors on behalf of the Agency.

C.1.2 APPLICABLE DOCUMENTS

The following documents are incorporated into the Contract by this reference. The Contractor shall comply with the most recent versions and future revisions to all applicable Federal and District of Columbia laws, court orders, related to the performance of the contract requirements. The Contractor may be entitled to an equitable adjustment under the Changes clause of this contract as a result of compliance with future regulations, policies, and subsequent amendments including but not limited to the following applicable documents.

| Item No. | Document Type | Title | Location |
|----------|----------------------------|--|---|
| 1 | DDS/DDA Policy/Procedure | 2010 <i>Evans</i> Compliance Plan Policy, October 2010 | Attachment J.2 |
| 2 | Court Order No. 76-293 ESH | The 2010 Revision of 2001 Plan for Compliance and Conclusion of <i>Evans</i> v. Gray July 2010 | Attachment J. 3 |
| 3 | DDS/DDA Policy/Procedure | DDS/DDA Health and Wellness Standards, March 2013 | Attachment J.4 |
| 4 | Federal Law | Title XIX of the Social Security Act Grants to States for Medical Assistance Program 42 U.S.C 1396 et. Seq. | http://www.ssa.gov/OP_Home/ssact/title19/1900.htm |
| 5 | Federal Law | Title XXI of the Social Security Act State Children's Health Insurance Program 42 U.S.C 1397 et. Seq. | http://www.ssa.gov/OP_Home/ssact/title21/2100.htm |

| Item No. | Document Type | Title | Location |
|----------|---------------------|---|---|
| 6 | Federal Regulations | Uniform Administrative Requirements 45 CFR 74 et al | http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=4ba637e71c439b135c84c08ccb594d73&rgn=div5&view=text&node=45:1.0.1.1.34&idno=45 |
| 7 | Federal Regulations | Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Tribal Governments 45 CFR 92 et al | http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=7e4208cabf658a82ca602f75b9084a98&rgn=div8&view=text&node=45:1.0.1.1.49.3.23.14&idno=45 |
| 8 | Federal Regulations | Utilization Control 42 CFR Part 456 | http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=4ccfe25c1b51d5599c1204f2efeb4a1f&tpl=/ecfrbrowse/Title42/42cfr456_main_02.tpl |
| 9 | Federal Regulations | Quality Improvement Organizations 42 CFR Part 475 | http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=4ccfe25c1b51d5599c1204f2efeb4a1f&tpl=/ecfrbrowse/Title42/42cfr475_main_02.tpl |

C.1.3 DEFINITIONS AND ACRONYMS

See Attachment J.6, *Service Descriptions for DDS*, for definitions and acronyms.

C.2 BACKGROUND

C.2.1 The Department on Disability Services (DDS) is the public agency responsible for oversight and coordination of all services and support provided to qualified persons with intellectual and developmental disabilities in the District of Columbia. DDS/DDA coordinates home and community services for approximately 2,000 individuals with intellectual and developmental disabilities through increased service coordination, clinical support, provider capacity and monitoring.

C.2.2 There are three oversight functions that are part of ensuring persons receiving services from DDS/DDA have qualified providers and in fact are receiving what they need through the Agency's quality service coordination services. DDS/DDA provides oversight for both HCBS waiver and Title 19 ICFs/IDD funded services and collaborates with the District's, Department of Health, Health Regulation and Licensing Administration (HRLA) to review the performance of ICF/IDD services.

Although the HRLA retains ultimate licensing and certification authority of ICF/IDDs and conducts regular comprehensive reviews of ICF/IDD, DDA provides technical assistance, follow-up and conducts systemic reviews of each provider that delivers both HCBS and ICF/IDD services. This contract is only for the certification reviews of waiver providers; not ICF/IDD providers.

C.2.3 DDS/DDA is responsible for monitoring the Agency's service provider's compliance with Federal Regulations, CMS HCBS waiver requirements, and the District's codes and regulations. The Agency's QIO Program ensures quality improvement reviews for contracted providers are conducted to improving the quality of care for District beneficiaries and protecting each person by expeditiously addressing individual complaints, violations of the Emergency Medical Treatment and Labor Act and other related responsibilities articulated in the QIO law and regulations. Providers are monitored annually and non-compliance with the regulations, codes, or requirements can result in corrective action. Failure to complete corrective action may result in sanctions.

C.2.4 DDS/DDA currently employs agency resources to accomplish these oversight functions and has developed processes and tools for data collection. The tool for ensuring IDD persons are served by qualified providers was developed by a stakeholder group in consultation with the Human Services Research Institute. The tool has been integrated in the Agency's MRDDA Consumer Information System (MCIS). The Contractor shall use the existing provider review tool and enter the provider certification review findings in MCIS.

C.2.5 DDA partners and maintains agreements with many government and nonprofit agencies, including Court supervised organizations regarding CMS QIO Program priorities by providing reliable and consistent data to DDA's stakeholders.

C.3 REQUIREMENTS

C.3.1 PROVIDER CERTIFICATION REVIEW

C.3.1.1 The Contractor shall annually conduct and complete the Provider Certification Reviews (PCR) for all contracted Provider agencies (Providers) that provide services to District residents with IDD under the District's Home and Community Based (HCBS) waiver program. The PCR is integrated in the Agency's DDA Consumer Information System (MCIS), an enterprise wide case and incident management tracking system. The PCR is and divided into two parts; "Part One" reviews the Provider's performance through the experiences of the individual receiving services and "Part Two" focuses on the organizational outcomes of the Provider. The Contractor shall complete Parts 1 and 2 of the PCR for the following HCBS waiver services:

- a. Day Habilitation, Individualized Day Supports, Prevocational Services Employment Readiness and Supported Employment;

b. Residential Habilitation Supported Living, Host Home, In-Home Support Shared Living and Respite Services.

- C.3.1.2** The Contractor shall complete an abbreviated/initial PCR for new providers of residential services programs operating within 60 days of the effective date that DDS/DDA awards a Human Care Agreement.
- C.3.1.3** The Contractor shall conduct the PCR using the Agency's existing tool; MCIS. The Contractor shall enter the PCR findings in MCIS. The Contractor shall meet with the Contracting Officer's Technical Representative (COTR) to discuss the MCIS and training for its staff within five (5) business days after contract award.

C.3.2 CONTRACTOR RESPONSIBILITIES:

- C.3.2.1** The Contractor shall notify each contract Provider and schedule an abbreviated (initial) or annual (full) PCR. The Contractor shall initiate contact with the provider, conduct the PCR, provide technical assistance, report both individual and systemic findings, engage in follow-up for all deficiencies and/or problems, conduct an exit meeting with the provider and serve as a liaison to DDS/DDA during provider appeals.
- C.3.2.2** The Contractor shall develop and utilize reliable sampling methods approved by DDA to determine the number of records to be examined, sites to be visited, and people to be interviewed.
- C.3.2.3** The Contractor shall follow the PCR process and procedures developed by DDA, as described in C.3.1.3, to include but not limited to the following:
- a. Representative Sampling for interviews, physical plant assessments and document reviews with and on behalf of individuals supported by the Provider.
 - b. Notification of the Provider.
 - c. Pre-review preparation, including interviews and document reviews.
 - d. On-Site Review, including observation, interviewing, documentation review, and resolution of immediate or serious health and safety issues.
 - e. Post review or Exit conference.
 - f. PCR data entering and reporting, including CMS evidence reporting
 - g. Follow-up and technical assistance.
- C.3.2.4** The Contractor shall use the Provider Certification Review to evaluate the capability of each contracted provider reviewed to assure that the provider:
- a. Has a philosophy/mission that results in supports directed for: inclusion, community participation, health, safety, welfare and life satisfaction;

b. Has documentation of each of the following:

1. Staff is appropriately qualified;
2. Staff employed has no history of serious criminal convictions;
3. Staff are free from disease; and
4. Staff receives initial and on-going training in skills and knowledge necessary for effective performance.

C.3.2.5 Has, on hand, the tools and materials necessary for their staff to effectively perform their duties;

C.3.2.5.1 Has a governing board which effectively discharges its public stewardship responsibilities and is comprised of a diverse spectrum of the respective community;

C.3.2.5.2 Follows applicable laws and DDA policy regarding their response to abuse, neglect or other incidents that could threaten the safety or well-being of a consumer;

C.3.2.5.3 Ensures proper handling of all consumer records including security, confidentiality and retention in accordance with DDA requirements and the DDS HIPAA Business Associate Compliance requirements of [Section H.13](#).

C.3.2.5.4 Ensures proper handling of all consumer financial benefits and income including security, accountability, confidentiality and retention

C.3.2.5.5 Conducts annual consumer satisfaction surveys and uses information obtained to improve and expand services using a method approved by DDS/DDA. The Contractor shall attach satisfaction surveys to the PCR due to DDS on the 5th of each month. The survey shall assess whether:

C.3.2.5.6 Individuals receiving services:

- a. Are free from neglect and abuse;
- b. Have access to grievance and due process procedures; and
- c. Are assured freedom of choice in the least restrictive setting, and understand their rights.

C.3.2.5.7 Contractor shall comply with all DDS/DDA policies, procedures, and standards and contract elements in regard to the general operation and management of the DDA's contracted providers.

C.3.2.5.8 The Contractor shall develop and employ a justifiable representative sampling procedure for interviews with people receiving services as required by the PCR Policy. Using the PCR, the Contractor shall evaluate individual outcomes in the following areas:

- a. Rights & Dignity
- b. Safety and Security
- c. Health
- d. Choice and Decision Making
- e. Community Inclusion
- f. Relationships
- g. Service Planning and Delivery
- h. Satisfaction

C.3.2.5.9 The Contractor shall conduct discreet and systemic analysis of each provider, and of the provider community in whole. Analysis should include trending information, strengths, and opportunities for improvements, as well as comparisons with similar metropolitan areas.

C.3.2.5.10 The Contractor shall compile and analyze methods for improving the survey tool and process from stakeholder groups. The DDA will retain the right to require modifications (addition or deletion) to the survey tool or process.

C.3.2.5.11 The Contractor shall provide written and electronic reports of findings of the PCR as outlined herein, and shall enter all survey indicators in the MCIS no later than the 5th business day following the exit interview.

C.3.3 ISP UTILIZATION REVIEWS

C.3.3.1 The Contractor shall develop, in accordance with District regulations, a tool and processes for auditing ISP utilization. The Contractor shall conduct an annual ISP utilization review, based on a reliable sampling method approved by DDA, to determine if the services included in individuals support plans (ISP) are being provided in the amount and frequency indicated.

C.3.3.2 The Contractor shall analyze records, conduct interviews with consumers, staff, ancillary care service providers, and family members and make observations.

C.3.3.3 The Contractor shall annotate any discrepancies in services described in the ISP and services actually received.

C.3.3.4 The Contractor shall determine if ISPs are reviewed and revised as appropriate based upon the individual's needs and DDS/DDA policies.

C.3.3.5 The Contractor shall determine if services provided relate to the individual's identified goals.

C.3.4 SERVICE COORDINATION PERFORMANCE AUDIT

C.3.4.1 The Contractor shall develop in accordance with District regulations, a tool and processes for auditing DDA Service Coordination Performance. The Contractor shall employ a justifiable representative sampling procedure approved by DDS/DDA to

conduct an annual review of DDA's service coordination to determine if the services provided by the DDS/DDA Service Coordinators meet best practices and result in consumer satisfaction.

C.3.4.2 During this review, the Contractor shall analyze records, conduct interviews with consumers, staff, and family members and make observations.

C.3.4.3 The Contractor shall determine if DDS/DDA's Service Coordination staff utilizes best practices in performance of their duties.

C.3.4.4 The Contractor shall assess Service Coordination performance of written and electronic reports of findings.

C.3.5 STAFF (CORE)

The Contractor shall provide and devote sufficient staff in order to successfully complete the contract requirements. The Contractor shall provide and maintain a professional staff to include at a minimum staff to perform the following functions:

C.3.5.1 Contract Project Director

The Project Director shall serve as the single point of contact for DDS/DDA and maintain the overall responsibility for the execution of the contract requirements. The Project Director shall have the authority to make decisions on behalf of the Contractor. The Project Director shall be dedicated one hundred percent (100%) of their time to the contract requirements specified Sections C and H of the contract. The Project Director shall not fulfill or serve in any other capacity under this contract. The Project Director shall have a Master's degree in health care administration or a related field and it is preferred that the Project Director have three (3) years Medicaid-specific utilization and quality control experience.

C.3.5.2 Project Manager

The Project Manager shall provide broad cross-cutting support in a variety of areas critical to the successful delivery of the required services. The Project Manager's office shall be located at the Contractor's Washington, DC office. The Project Manager shall have a minimum of a Master's degree in health care administration or a related field, nursing or business administration and three (3) years of Medicaid-specific utilization review and quality improvement experience, or a Bachelor's degree and five (5) years of Medicaid-specific utilization review and quality improvement experience.

C.3.5.3 Information Systems Manager

The Information Systems Manager shall maintain all computer systems needed to fulfill the requirements of the Contract. The Information Systems Manager shall

have a minimum of a Bachelor's degree in information technology and (3) years of Medicaid-specific technology systems related experience.

C.3.5.4 Data Analysis Manager

The Data Analysis Manager shall oversee and coordinate the production of required reports and deliverables and certifying the accuracy of all information submitted to the District. In addition, the Data Analysis Manager shall play a major role in the Contractor's continuous quality improvement efforts through the production of reports and analysis of data gathered. The Data Analysis Manager shall have a minimum of a bachelor's degree and professional experience in health care data analysis and (3) years

C.3.5.5 Quality Improvement Manager

The Quality Improvement Manager shall develop and implement the Contractor's Quality Improvement and Management Plan including the integration of continuous quality improvement initiatives to improve the delivery, quality, or effectiveness of the Contractor's service delivery. The Quality Improvement Manager shall attend monthly performance meetings with the COTR and provide feedback on the findings of the monitoring activities, opportunities identified for performance improvement, and action steps required implementing initiatives or completing corrective action. The Quality Improvement Manager shall have a minimum of a bachelor's degree and experience in quality assurance, evaluation, and performance measurement in the health care industry with two (2) years Medicaid-specific utilization and quality control experience.

C.3.5.6 Other Staff

The Contractor shall include the following additional staff:

C.3.5.6.1 Senior Review Managers

Senior Review Managers shall be registered nurses with a Bachelor's degree and a minimum of five (5) years of medical experience and three (3) years of Medicaid-specific utilization and quality review experience.

C.3.5.6.2 HIPAA Compliance Officer

The HIPAA Compliance Officer shall be responsible for the development, implementation, and monitoring adherence with HIPAA requirements.

C.3.6 ADMINISTRATIVE REQUIREMENTS

C.3.6.1 The Contractor's surveyors shall be trained in professional interviewing techniques, respond appropriately to cultural differences, and have excellent skills interacting with IDD individuals. The Contractor shall use the following formats for documents

that are exchanged electronically (Note: DDA reserves the right to require updated formats when upgrades become available.):

- a. Word Documents must be compatible with Word 2009 Format;
- b. Excel Spreadsheets must be compatible with Excel 2009 Format;
- c. Access Database files must be compatible with Access 2009 Format; and,
- d. Any exported data files must be in a tab delimited text file format.

C.3.6.2 The Contractor shall have the capability to communicate with the DDA via email over the Internet.

C.3.7 REPORTING REVIEWS

C.3.7.1 The Contractor shall complete each provider review within five (5) business days.

C.3.7.1.1 The Contractor shall enter review data into the MCIS and submit the final written and electronic reports as specified by DDS/DDA for each review no later than five (5) business days from the date of the exit interview.

C.3.7.1.2 The report shall include a list of all provider sites visited during the review including the date and time(s), and names of individuals and staff present.

C.3.7.1.3 The Contractor shall be responsible for reviewing the information compiled to ensure that:

- a. Information from surveyors is reconciled appropriately.
- b. Spelling and grammar rules are followed, and that reports are written in a professional manner.
- c. Information presented in the final report is consistent with the data entered into the MCIS.

C.3.7.1.4 The Contractor shall establish and maintain a quality assurance process for assuring all information and data contained in reports is accurate and consistent prior to distribution to DDA.

C.3.7.1.5 The Contractor's final report of each case review shall include, at a minimum, the following information:

- a. Results of the review, including identification of unmet indicators or needs, medical necessity, or quality of care issues;

- b. A conclusion of findings addressing areas of deficiencies and opportunities for quality improvement in services and support provided to people;
- c. Working papers and/or actual findings from reviews (provided to DDA only).

C.3.7.2 The Contractor shall merge all providers' overall findings from the individual reviews, including on-site and off-site review activity, into a single Comprehensive report to be submitted to DDS/DDA annually. The annual PCR Comprehensive Report shall include a discussion related to all reviews conducted in a cycle year with a breakdown by provider and waiver service in at least the following sections: Executive Summary, Introduction, Methodology (Process and Content), Sampling, Results including an analysis of "not met" indicators and a comparison to previous PCR years, Tool Indicators, PCR Process, Demographics, and Conclusions/Recommendations.

C.3.8 TECHNICAL ASSISTANCE

The Contractor shall engage in technical assistance if the provider does not meet the level of compliance established by the DDA.

C.3.9 FOLLOW-UP REVIEWS

To be deemed a completed review, if necessary, each provider shall be given three (3) opportunities to complete the review process successfully. The Contractor shall schedule and conduct second and third "follow-up" reviews, to address areas that were found to be out of compliance, not more than forty-five (45) business days from the date the previous review began.

C.3.10 PROGRESS REPORTING

The Contractor shall submit a monthly progress report on all review activities containing elements as prescribed by DDS/DDA including, but not limited to the following:

- 1) Review activity that occurred during the month;
- 2) Aggregate findings of all providers and types of reviews (broken out by quarter, year-to-date and prior year);
- 3) Identification of trends/patterns (broken out by quarter and year-to-date);
- 4) Recommendations for improvement to the QA process; and,
- 5) Any substantive changes to the integrity of the Contractor's organizational structure.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for Use with Supplies and Services Contracts, dated March 2007.

*****NOTHING FOLLOWS ON THIS PAGE*****

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF WORK PERFORMED

The inspection and acceptance requirements for the resultant Contract shall be governed by the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.10.

E.2 RIGHT TO ENTER PREMISES

The Department on Disability Services or any authorized representative of the Government of the District of Columbia, the U.S. Comptroller General, the U.S. Government Accountability Office, or their authorized representatives will, at all reasonable times, have the right to enter the Contractor's premises or such other places where duties under the Contract are being performed to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor and all subcontractors shall provide reasonable access to all facilities and assistance to the District and Federal representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services.

*****NOTHING FOLLOWS ON THIS PAGE*****

SECTION F: DELIVERY OR PERFORMANCE

F.1 TYPE OF CONTRACT

The contract shall be a requirements type contract with payment based on the unit prices set forth in the Price Schedule, Section B.3.

F.2 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from the date of award specified on page one of the Contract through one year thereafter.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the term of the Contract for a period of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 The estimated price for the option period shall be as specified in the contract extension.

F.3.4 The total duration of the Contract, including all options under this clause, shall not exceed five (5) years.

F.4 REPORTING REQUIREMENTS

F.4.1.7 Ad Hoc Reports shall be submitted within three (3) working days after the date of request, unless otherwise specified by the COTR.

F.4.2 Failure to submit timely, accurate reports may result in Sanctions and sanctions being imposed as described in Section G.10.

F.4.3 The Contractor shall prominently mark reports that contain information about individuals that are protected by privacy laws as "CONFIDENTIAL". The Contractor shall submit these reports in a fashion that ensures that unauthorized individuals do not have access to the information. The Contractor shall not make such reports available to the public, unless requested by DDS/DDA or required by Federal or District law.

F.5 DELIVERABLES

The Contractor shall perform its tasks and produce the required Deliverables by the due dates presented in the tables below.

F.5.1 Contract Deliverables

| Deliverable Number | Deliverable Name | Section Reference | Due Date |
|---------------------------|--|--------------------------|--|
| 1 | Staff Resumes | | Five days prior to change in key personnel |
| 2 | Certifications/Licenses for Staff | | Upon contract inception |
| 3 | Project Plan for Implementation of contract Requirements | | 15 Days after contract award |
| 4 | Kick-off meeting w/DDS/DDA staff to discuss Implementation Plan | | Within 30 days after contract award |
| 5 | Schedule Meeting with DDS/DDA to Discuss PCR Program | | Within five (5) business days after contract award |
| 7 | Tool to Conduct Consumer Satisfaction Surveys | | Within five (5) business days after contract award |
| 8 | Analysis including trending information, strengths, and opportunities for improvements and comparison with similar metropolitan areas | | Annually 30 days before the contract expiration date. |
| 9 | Written and Electronic Reports of Findings of the PCR and Customer Satisfaction Surveys | | By the 5 th day after the exit interview following completion |
| 10 | Evaluation of ISP Utilization Report | | Annually 30 days before the contract expiration date. |
| 11 | Annual Service Coordinator Performance Audit | | Annually 30 days before the contract expiration date. |
| 12 | Progress Report | | By 5 th of month |

F.5.2 FIRST SOURCE EMPLOYMENT REPORTS

Any reports that are required pursuant to the 51% of District Resident New Hires Requirements and First Source Employment Agreement clause under Section H.5 are to be submitted to the District as a deliverable. If the reports are not submitted as part of the deliverables, final payment to the Contractor will not be paid.

F.6 NOTICE OF DISAPPROVAL

F.6.1 The COTR shall provide written notice of disapproval of a deliverable to the Contractor within fourteen (14) days of submission if it is disapproved.

F.6.2 The notice of disapproval shall state the reasons for disapproval as specifically as is reasonably necessary and the nature and extent of the corrections required for meeting the Contract requirements.

F.7 RESUBMISSION WITH CORRECTIONS

Within fourteen (14) business days after receipt of a notice of disapproval, the Contractor shall make the corrections and resubmit the deliverable.

F.8 NOTICE OF APPROVAL/DISAPPROVAL OF RESUBMISSION

Within thirty (30) business days following resubmission of any disapproved deliverable, the COTR shall give written notice to the Contractor of the approval, conditional approval or disapproval.

F.9 FAILURE TO RESPOND TO RESUBMISSION

In the event that the COTR fails to respond to a Contractor's resubmission within the applicable time period, the Contractor shall notify the COTR in writing that it intends to delay subsequent work until the COTR responds in writing to the resubmission.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in Section B of the contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice at the address in G.2.1 below from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this Contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO), with duplicate copies to the Contracting Officer's Technical Representative (COTR), specified in G.9.2. The address of the CFO is:

Office of the Chief Financial Officer
Department on Disability Services
Attn: Accounts Payable
64 New York Avenue, 4th Floor
Washington, DC 20002-3329

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, Federal Tax ID, DUNS number and invoice date (the Contractor shall date invoices on the date of mailing or transmittal);

G.2.2.2 Contract number, page one (1) block number two (2) and purchase number order number. (Contractor shall not provide any services without a valid task order or purchase order to pay for services to be rendered.)

G.2.2.3 Description, price, quantity and the date (2) that the supplies/services were actually delivered and/or performed (Each deliverable submitted during the invoice period shall be specified) Contractor shall only invoice for completed reports accepted by the COTR;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, mailing address and phone number of the person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of the person to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.5.2.
- G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement.

G.4 METHOD OF PAYMENT

G.4.1 ELECTRONIC PAYMENTS

- G.4.1** The District reserves the option to make payments to the Contractor by wire or ACH transfer and shall provide the Contractor at least thirty (30) days' notice prior to the effective date of any such change.
- G.4.2** Where payments are made by electronic funds transfer, the District shall not assume responsibility for any error or delay in transfer or indirect or consequential damages arising from the use of the electronic funds transfer process. Any changes or expenses imposed by the bank for transfers or related actions shall be borne by the Contractor.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

- G.5.1** In accordance with 27 DCMR 3250, unless otherwise prohibited by the contract, the Contractor may assign funds due or to become due as a result of the performance of the contract to a bank, trust company, or other financing institution.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of money claims pursuant to authority contained in this Contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must

refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____, make
payment of this invoice to _____.
(name and address of assignee)

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 INTEREST PENALTIES TO CONTRACTORS

The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of not in excess of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 PAYMENTS TO SUBCONTRACTORS

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER

Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Janice Parker Watson
Chief Contracting Officer
1125 – 15th Street NW, 4th Floor
Washington, DC 20005-2720
Telephone Number: (202) 730-1716
Facsimile Number: (202) 730-1514
E-Mail: Janice.Watson@dc.gov

G.8 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

- G.8.1** A Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in this Contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by a Contracting Officer, or pursuant to specific authority otherwise included as part of this Contract.
- G.8.3** In the event the Contractor effects any change at the direction of any person other than a Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.9.1** The Contracting Officers Technical Representative (COTR) will have the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.1.1** Keeping the Contracting Officer (CO) fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.
- G.9.2** The address and telephone number of the Contracting Officer's Technical Representative will be identified in the resulting contract.
- G.9.3** It is understood and agreed, in particular, that the COTR shall NOT have the authority to:
 - G.9.3.1** Award, agrees to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
 - G.9.3.2** Grant deviations from or waive any of the terms and conditions of the contract;
 - G.9.3.3** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;
 - G.9.3.4** Change the period of performance; or
 - G.9.3.5** Authorize the furnishing of District property, except as specified under the contract.
- G.9.4** The Contractor may be held fully responsible for any change not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, any may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.
- G.10** **CORRECTIVE ACTION – WITHHOLDING OF PAYMENTS**
 - G.10.1** In addition to its rights under the Default Clause under the Standard Contract Clauses in Attachment J.10, if the District determines that the Contractor has failed to comply with terms of the Contract or has violated applicable Federal or District law, regulation or court order, the District may request corrective action within the time frame established by the District. The Contractor shall complete all steps necessary to correct the identified violation. Upon the Contractor's failure to comply with an approved corrective action plan the District may withhold of up to ten (10%) percent of the Contractor's monthly payment when the District has determined that the Contractor has failed to perform according to the corrective action plan and Sanctions have been previously imposed.

G.10.2 The District reserves the right to withhold or recoup funds from the Contractor in accordance with any remedies allowed under the Contract or in any policies and procedures prescribed by the Government of the District of Columbia.

G.11 ORDERING CLAUSE

G.11.1. Any supplies and services to be furnished under the contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued monthly, quarterly, or annually as services are required during the term of the contract.

G.11.2. All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and the contract, the contract shall control.

G.11.3. If mailed, a delivery order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

Unless the Living Wage Act of 2006 requires a higher wage, the Provider shall be bound by the U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 14, dated July 25, 2014 and subsequent revisions issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this contract as **Section J.1** of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable price adjustment.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records

in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, ([Section J.13](#)) in which the Contractor shall agree that:

H.5.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

H.5.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social Security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

H.5.5.1 Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or

H.5.5.2 Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:

- a. Material supporting a good faith effort to comply;
- b. Referrals provided by DOES and other referral sources;
- c. Advertisement of job openings listed with DOES and other referral sources; and
- d. Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

H.5.6.1 A good faith effort to comply is demonstrated by the Contractor;

H.5.6.2 The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

H.5.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or

H.5.6.4 DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 et seq.

H.9 DISTRICT RESPONSIBILITIES

The Government of the District of Columbia, through the DDS/DDA, will provide the following:

H.9.1 Orientation for the Contractor relative to the terms of the contract and program mandates.

H.9.2 Continuous contract performance evaluations and program monitoring.

H.9.3 Preparing any response or request for additional information or clarification from the Contractor as it pertains to the Contractor's compliance or noncompliance within ten (10) business days of submission of deliverables.

H.9.4 MCIS access that enables the Contractor to review provider and recipient eligibility and LOC information, conduct research and analytical work, such as trend and pattern analyses required by the Contract. In the event that on-line access is not available, the COTR will provide the information in an alternative format such as tapes that shall contain claims history.

H.9.5 Training on the appropriate use of the District's MCIS.

H.9.6 Monitor and evaluate Contractor compliance with the requirements of this Contract, and impose sanctions when necessary.

H.9.7 Provide the names, addresses and provider numbers of Medicaid providers for which the agency has determined review and notification is required.

H.9.8 Conduct a timely review of all materials submitted to the agency by the Contractor as required.

H.9.9 Process all requests for administrative hearings and fair hearings.

H.9.10 Maintain adequate liaison and cooperation with the Contractor, including providing timely management decisions and approvals of forms and procedures to enable the Contractor to properly perform contractual duties.

H.9.11 Attend required meetings with the Contractor to discuss issues, changes, deliverables' status, and specific agenda items proposed by the District or the Contractor.

H.9.12 Review and approve all reports and publications prior to public release as required.

H.9.13 Provide workspace including desktop computers and phone stations at 1125 15th street, NW, Washington DC.

H.9.14 READINESS ASSESSMENT

The COTR will conduct a readiness assessment of the new Contractor to ensure that the Contractor has all processes in place to meet the scope of work outlined in the Contract. The Contractor shall demonstrate evidence of readiness relative to each requirement and function in the scope of work prior to undertaking any of the services or functions of the Contract. Readiness assessments will begin immediately after the Contract is executed during the Start-up Period and prior to the start of services.

H.9.14.1 The readiness assessment will include site visits and review of documentation and deliverables that are required pursuant to Sections C.3, as applicable.

H.9.14.2 Corrective Action Plan

If the COTR determines that the Contractor has not met the criteria for readiness, the Contractor will be notified and required to develop a corrective action plan acceptable to the COTR. Following the implementation of the corrective action plan, the COTR has the right to conduct a site visit to the Contractor's office to verify implementation of the corrective actions. The COTR will approve the Contractor to begin providing services specified in Sections C.3 as applicable, once the COTR verifies that the corrective action plan has been implemented satisfactorily.

H.9.14.3 The COTR will assist the Contractor, as needed, with requests for and obtaining claims data and other relevant information from the fiscal agent in a timely manner.

H.9.14.4 The COTR will notify the Contractor when the requirement for Miscellaneous Reviews including Individual Reviews Residential Reviews, and Code Changes are needed.

- H.9.14.5** The COTR will coordinate required communications between the Contractor and the DDS' Chief Information Technology Officer as needed to facilitate the establishment of required integration and interfacing with the DDS/DDA' MCIS.
- H.9.14.6** The COTR will provide the Contractor a listing of applicable DDS/DDA staff required to have access to the Contractor's secure data and internet site.
- H.9.14.7** The COTR will provide the Contractor any communication, issuances, regulatory, programmatic information relevant to the successful completion of the contract requirements as described in section C as the information is made available to DDS/DDA.
- H.9.14.8** The COTR will provide the Contractor with a schedule of the contract providers for which a review is due.
- H.10 FRAUD, WASTE AND ABUSE PROVISIONS AND PROTECTIONS**
- H.10.1 Cooperation with the District**
- H.10.1.1** The Contractor is subject to all state and Federal laws and regulations relating to fraud, waste and abuse in health care and the Medicaid program.
- H.10.1.2** The Contractor shall cooperate and assist the District of Columbia and any state or Federal agency charged with the duty of identifying, investigating, or prosecuting suspected fraud, waste and abuse.
- H.10.1.3** The Contractor shall provide originals and/or copies of all records and information requested and allow access to premises and provide records to DHCF or its authorized agent(s), CMS, the U.S. Department of Health and Human Services, FBI and the District's Medicaid Fraud Control Unit. All copies of records shall be provided free of charge.
- H.10.1.4** The Contractor shall be responsible for promptly reporting suspected fraud, abuse, or violation of the terms of the Contract to the DHCF, Office of Program Integrity and the Contracting Officer, taking prompt corrective actions consistent with the terms of any subcontract, and cooperating with District investigations.
- H.10.1.5** The Contractor shall allow the District of Columbia Medicaid Fraud Control Unit or its representatives to conduct private interviews of Contractor's employees, subcontractors, and their employees, witnesses, and patients. The Contractor shall honor requests for information in the form and the language specified.
- H.10.1.6** The Contractor's shall ensure that its employees and its subcontractors and their employees shall cooperate fully and be available in person for interviews, consultation grand jury proceedings, pre-trial conference, hearings, trial and in any other process.

H.10.2 FINANCIAL REQUIREMENTS

The Contractor shall ensure through its contracts, subcontracts and in any other appropriate manner that the District is not held liable for Contractor's debts in the event of the Contractor's insolvency.

H.10.3 SOLVENCY AND FINANCIAL RESERVES

The Contractor shall maintain a positive financial net worth, and insolvency reserves or deposits that provide a sound financial foundation for the Contractor to perform the operations and services required under the Contract.

H.10.4 FIDUCIARY RELATIONSHIP

H.10.4.1 Any director, officer, employee, or partner of a Contractor who receives, collects, disburses, or invests funds in connection with the activities of such Contractor shall be responsible for such funds in a fiduciary relationship to the Contractor.

H.10.4.2 The Contractor shall maintain in force and provide evidence of a fidelity bond in an amount of not less than one hundred thousand dollars (\$100,000) per person for each officer and employee who has a fiduciary responsibility or duty to the organization.

H.10.5 MANAGEMENT INFORMATION SYSTEM

H.10.5.1 Confidentiality of Records

H.10.5.1.1 The Contractor shall treat all records as confidential and must use reasonable care to protect that confidentiality in compliance with Federal and District regulations. Any use of data for purposes other than those completing the duties under this Contract including the sale or offering for sale of data is prohibited.

H.10.5.1.2 The Contractor shall require its staff to sign a confidentiality statement. The Contractor will be liable for any fines, financial penalties, or damages imposed on the District as a result of the Contractor's systems, staff, subcontractors or other agents causing a breach of confidentiality.

H.10.5.1.3 A breach of confidentiality is a breach of the Contract and will constitute grounds for Contract termination and prosecution to the fullest extent permissible by law.

H.10.5.2 Use of Information and Data

H.10.5.2.1 The District agrees to maintain, and to cause its employees, agents or representatives to maintain on confidential basis information concerning the Contractor's relations and operations as well as any other information compiled or created by Contractor which is proprietary to Contractor and which Contractor identifies as proprietary to the District in writing.

H.10.6 SECURITY REQUIREMENTS

H.10.6.1 The Contractor's employees shall not bring into the facility any form of weapons or contraband; shall be subject to search; shall conduct themselves in a professional manner at all times; shall not cause any disturbance in the facility; and shall be subject to all other rules and regulations of the facility and DOH. The Contractor shall be provided a copy of all applicable rules and regulations of the facility to the employees. The Contractor shall ascertain that each employee is issued a copy of said rules and signs a statement acknowledging the receipt of said rules. The Contractor shall maintain the acknowledgement of receipt in the individual employee's personnel folder.

H.10.7 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract below are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

Please insert the names of the key personnel below:

Project Director _____

Project Manager _____

Information Systems Manager _____

Data Analysis Manager _____

Quality Improvement Manager _____

List any other position(s) the Contractor deems key personnel according to the Contractor's proposal _____

H.10.8 OTHER CONTRACTORS

H.10.8.1 The Contractor shall not commit or permit any act, which will interfere with the performance of work by another District Contractor or by any District employee.

H.10.8.2 If another Contractor is awarded a future contract for performance of the required services, the Contractor shall cooperate fully with the District and the new Contractor in any transition activities, which the Contracting Officer deems necessary during the term of the contract.

H.10.9 AUDITS AND RECORDS

H.10.9.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.10.9.2 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

- a) The proposal for the contract, subcontract, or modification;
- b) The discussions conducted on the proposal(s), including those related to negotiating;
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the contract, subcontract, or modification.

H.10.10 Comptroller General

H.10.10.1. The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.10.10.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.10.11. Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor’s policies and procedures to produce data compatible with the objectives of these reports; and
- b) The data reported.

H.10.11.1 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.10.12 for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a. If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- b. The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.10.11.2 The Contractor shall insert a clause containing all the terms of this clause, including this section, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- e) That are cost-reimbursement, incentive, time-and- materials, labor hour, or price-re-determination type or any combination of these;
- f) For which cost or pricing data are required; or
- g) That requires the subcontractor to furnish reports as discussed in this clause.

H.11 SPECIAL INDEMNITY

The Contractor shall indemnify and hold harmless the District and all its officers, agents and servants acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District by order or judgment of any court of competent jurisdiction, or required as a consequence or result of any act, omission or default of the Contractor, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this contract.

H.12 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.13 DDS HIPAA BUSINESS ASSOCIATE COMPLIANCE (August 2013)

See Attachment J.5 for the full text of the clause required by the Health Insurance Portability and Accountability Act (HIPAA), as amended January 17, 2013 by the U.S. Department of Health and Human Services (HHS) in the release of the Final Omnibus Rule to increase HIPAA privacy and security protections by implementing Provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and Genetic Information Nondiscrimination Act of 2008 (GINA).

H.14 WAY TO WORK AMENDMENT ACT OF 2006

H.14.1 Except as described in H.14.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.14.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published in the Living Wage Fact Sheet at Attachment J.11.

H.14.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.14.4 The Department of Employment Services may adjust the living wage annually.

H.14.5 The Contractor shall provide a copy of the Fact Sheet to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.14.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.14.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.14.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for intellectually and developmentally disabled persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Department of Health Care Finance to provide health services.

H.14.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.15 PROHIBITED INFORMATION AND ACTIVITIES

H.15.1 In addition to its rights under the Default clause of the Standard Contract Provisions (Attachment J.10), sanctions may be imposed in accordance with Section G.10 if the District determines that the Contractor has violated applicable Federal law as specified in Sections 1903(m)(5)(A) and 1932(e)(1) of the Social Security Act and 42 CFR 422.208-210, §438.700-702, and 45 CFR 92.36(i)(1), including:

- H.15.1.1** Acting to discriminate among Enrollees on the basis of their health status or need for health care services;
- H.15.1.2** Misrepresenting or falsifying information the Contractor furnishes to CMS or the District;
- H.15.1.3** Misrepresenting or falsifying information that the Contractor furnishes to an Enrollee or health care provider;
- H.15.1.4** Distributing directly or indirectly through any agent or independent Contractor, materials that have not been approved by the District or that contain false or materially misleading information;
- H.15.1.5** Violating any of the other applicable requirements of sections 1903(m) or 1932 of the Social Security Act and any implementing regulations; and
- H.15.1.6** Violating District of Columbia law; or regulations or court orders including but not limited to Salazar v. the District of Columbia et.al.

H.16 INTELLECTUAL PROPERTY

The Contractor shall comply with Department on Disability Services' requirements and regulations pertaining to reporting and patient rights as well as all DDS requirements and regulations pertaining to copyrights and rights in data as set forth in clause at Section I.5.

H.17 ENERGY EFFICIENCY

The Contractor shall recognize mandatory standards and policies related to energy efficiency which are contained in the District's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-165, 42 U.S.C. § 6-201 et seq.).

H.18 SUBCONTRACTING REQUIREMENTS

H.18.1 Mandatory Subcontracting Requirements

- H.18.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.18.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.18.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting

work.

- H.18.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.18.1.1 and H.18.1.2.

H.18.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.18.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.18.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.18.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.18.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.18.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.18.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.18.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.18.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.18.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting

plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

H.18.2.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.18.3 Subcontracting Plan Compliance Reporting. If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.18.3.1 The dollar amount of the contract or procurement;

H.18.3.2 A brief description of the goods procured or the services contracted for;

H.18.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.18.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.18.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.18.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.18.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.18.4 Subcontractor Standards

H.18.4.1 A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.18.5 Enforcement and Penalties for Breach of Subcontracting Plan

H.18.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.18.5.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.18.5.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.19 DISTRICT FURNISHED PROPERTY

H.19.1 If Government-furnished property is provided to the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property.

H.19.2 The Government shall retain title to all Government-furnished property.

H.19.3 The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

H.19.4 The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Title 27, District of Columbia Municipal Regulations (DCMR) Chapter 41, Section 4106, in effect on the date of this contract.

H.19.5 The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government-furnished property in accordance with sound industrial practice and the applicable provisions of Title 27, District of Columbia Municipal Regulations (DCMR) Chapter 41, Section 4107.

H.19.6 If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government will replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot affect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer.

H.19.7 The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

H.19.8 The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

H.19.10 Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor. However, the Contractor is not

responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

H.19.10 The Contractor shall obtain the COTR's approval to remove Government property from the premises at which the property is currently located. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

H.19.11 The Contractor shall require its sub-contractors provided with government furnished property under this contract to comply with the requirements of Title 12, District of Columbia Municipal Regulations, Chapter 41, Section 4106 and 4107.

H.20 ORGANIZATIONAL CONFLICT OF INTEREST

H.20.1 Definition. An organizational conflict of interest means that because of other activities or relationships with other entities, an entity is unable or potentially unable to render impartial assistance or advice to the District, or its objectivity in performing the contract work is or might be otherwise impaired, or an entity has an unfair competitive advantage. It does not include the normal flow of benefits from incumbency.

H.20.2 The Contracting Officer has determined that significant potential organizational conflicts of interest may arise or exist due to the nature of the work the Contractor will perform under this contract. The Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to supply services for any project where the Contractor has provided or is providing support as described in 27 DCMR 2220.1.

H.20.3 The Contracting Officer may make a determination to allow a Contractor to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraphs (1) and (2) below. This determination may not be appealed.

- (1) The District's determinations regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the District and are not subject to the Disputes clause of the contract. The District may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.
- (2) Any mitigation plan shall include: non-disclosure agreements to be executed by the Contractor and the Contractor's employees supporting the District, identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.

- H.20.4** This clause shall remain in effect for one year after completion of this contract.
- H.20.5** The Contractor's employees shall be trained and informed of 27 DCMR Chapter 22, Section 2220 and this contract provision, and shall execute a Contractor-Employee Personal Financial Interest/Protection of Sensitive Information Agreement as appropriate.
- H.20.6** The Contactor agrees that it will use all reasonable diligence in protecting proprietary data received by it. The Contractor further agrees it will not willfully disclose proprietary data to unauthorized parties without the prior permission of the District, and that proprietary data shall not be duplicated, used or disclosed, in whole or part, for any purpose other than to accomplish the contracted effort. This restriction does not limit the contractors right to use, duplicate or disclose such information if such information was lawfully obtained by the contractor from other sources.
- H.20.7** The Contractor agrees to enter into written agreements with all companies whose proprietary data it shall have access and to protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the Contracting Officer copies of these written agreements. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this contract with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor agrees to refrain from using proprietary information for any purpose other than that for which it was furnished.
- H.20.8** The Contractor shall not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by this contract or as may be directed by the Contracting Officer.
- H.20.9** District Representatives shall have access to the Contractors premises and the right to inspect all pertinent books and records in order to insure that the contractor is in compliance with 27 DCMR Section 2220.
- H.20.10** The Contractor agrees that if after award it discovers a potential organizational conflict of interest, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the actions the Contractor has taken or proposes to take, to avoid or mitigate such conflicts.
- H.20.11** The District may waive application of this clause when it is determined to be in the best interest of the District to do so.

H.21 ADVISORY AND ASSISTANCE SERVICES

This contract is a “nonpersonal services contract”. The Contractor and the Contractor’s employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the

performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.22 BACKGROUND CHECK REQUIREMENT

H.22.1 A facility, long-term care facility or provider, shall not offer to employ or contract with any unlicensed person having direct patient, resident, or client access, or person licensed registered, or certified under Chapter 12 of Title 3 of the D.C. Official Code unless within a forty-five (45) day period immediately preceding the date of initial employment or initial commencement of contract services the following has occurred:

- (a) Pursuant to § 4701.2 and 4701.3, the person has undergone fingerprinting or live scan performed in the District of Columbia which has resulted in a criminal history, that reveals all convictions that have occurred within the District of Columbia and the fifty (50) states;
- (b) The Department of Health verifies that the person has not been convicted, within the seven (7) years before the criminal background check, of any of the offenses listed in § 4705.1;
- (c) The Department of Health and those facilities identified pursuant to § 4701.1 verify by means of a check, that the person's name is not on the Dru Sjodin National Sex Offender Public Website coordinated by the United States Department of Justice, or the Nurse Aide Abuse Registry of the District of Columbia or such registry in the state or states in which the person has lived or worked; and
- (d) The person provides a sworn statement affirming that there are no criminal matters pending against him or her.

H.22.2 Each facility, long-term care facility or provider, identified in § 4701.1 shall cause each prospective employee or contract worker who will have, or foreseeably may have direct patient, resident, or client access, to undergo a criminal background check that shall reveal the criminal history, if any, in the District of Columbia and the fifty (50) states. Fingerprinting or live scan shall be performed in the District of Columbia utilizing the Metropolitan Police Department (MPD) or a private agency. The criminal background check shall be performed, following fingerprinting or live scan, by the MPD and Federal Bureau of Investigation (FBI) in an FBI-approved environment. The results of the criminal background checks shall be forwarded to the Department of Health.

H.22.3 The results of the criminal background check shall disclose the criminal history, if any, of prospective employee or contract worker for the previous seven (7) years before the check.

H.22.4 An employee or a contract worker shall be required to undergo a subsequent criminal Background check every four (4) years after the date of his or her initial background check provided that if the name of the employee appears in the FBI databank when the

“rap back” system is implemented, the employee shall not be required to have a subsequent criminal background check performed.

H.22.5 The Department of Health shall notify a facility, long-term care facility or provider That employs the subject of a criminal background check which returns positive results for and of the offenses listed in § 4705.1 within forty-five (45) days prior to the commencement of the subjects’ employment.

H.22.6 A facility, long-term care facility or provider shall inform the Department of Health within ten (10) days of the resignation or termination of any employee subject to criminal background checks under this chapter whose resignation or termination was for criminal, unprofessional, or unethical conduct.

H.22.7 A contract worker shall not be considered resigned or terminated for purposes of §4701.6 as long as the employment contract with the facility is renewed within forty-five (45) days of its satisfaction.

H.22.8 Nothing in this section shall prohibit a facility from requiring, in a contract agreement, that the criminal background checks for contract workers be obtained by the contractor.

PART II - CONTRACT CLAUSES

SECTION I : CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as the “Standard Contract Provisions” incorporated by reference into this Contract, and shall govern the relationship of the parties as contained in this Contract. By signing this Contract, the Contractor agrees and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements, as revised below.

DELETE PROVISION 14, Disputes, and substitute the following:

14. Disputes (Interim PPRA Version, July 2011)

A. All disputes arising under or relating to this contract shall be resolved as provided herein.

B. Claims by a Contractor against the District:

Claim, as used in paragraph I.1.1.2 of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- 1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer (CO) for a decision. The Contractor’s claim shall contain at least the following:
 - a. A description of the claim and the amount in dispute;
 - b. Data or other information in support of the claim;
 - c. A brief description of the Contractor’s efforts to resolve the dispute prior to filing the claim; and
 - d. The Contractor’s request for relief or other action by the CO.
 - e. The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
 - f. The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

- 2) The CO's written decision shall do the following:
 - a. Provide a description of the claim or dispute;
 - b. Refer to the pertinent contract terms;
 - c. State the factual areas of agreement and disagreement.
 - d. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - e. If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - f. Indicate that the written document is the CO's final decision; and
 - g. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- 3) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- 4) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
- 5) Liability under Paragraph 4) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- 6) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

C. Claims by the District against a Contractor:

- 1) Claim as used in paragraph I.1.1.3 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- 2) The CO shall decide all claims by the District against a contractor arising under or relating to a contract. The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:
 - a. Provide a description of the claim or dispute;
 - b. Refer to the pertinent contract terms;
 - c. State the factual areas of agreement and disagreement;
 - d. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - e. If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - f. Indicate that the written document is the CO's final decision; and
 - g. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - 3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - 4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement
 - 5) The authority contained in this clause I.1.1.3 shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
 - 6) This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- D.** Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- E.** Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any

other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports,

catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor

hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or as described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in Section I.5.6 are of no effect unless:

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in

Contract No. DCJM-_____

and,

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to

such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

- I.7.1** The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the needs of the Department on Disability Services (DDS) only for services specified herein for which needs may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the DDS. The estimated quantities stated in the RFP reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

I.9 INSURANCE

- A. GENERAL REQUIREMENTS.** The Contractor shall acquire and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. **Commercial General Liability Insurance.** The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. **Automobile Liability Insurance.** The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. **Workers' Compensation Insurance.** The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. **Professional Liability Insurance (Errors & Omissions).** The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. **Crime Insurance (3rd Party Indemnity).** The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees that result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia

as joint-loss payee, as their interests may appear.

7. **Sexual/Physical Abuse & Molestation.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
8. **Employment Practices Liability.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims that the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work.

Evidence of insurance shall be submitted to:

Janice Parker Watson
Department on Disability Services
Office of Contracts and Procurement
1125 15th St, NW, 4th Floor
Washington, DC 20005-2720
(202) 730-1716
E-mail janice.watson@dc.gov

H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.11 EQUAL EMPLOYMENT OPPORTUNITY

The contractor shall comply and maintain compliance with affirmative action requirements set forth in the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985. Forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.14. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.12 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) Contract document
- (2) Standard Contract Provisions
- (3) Contract attachments other than the Standard Contract Provisions
- (4) RFP, as amended
- (5) BAFOs (in order of most recent to earliest)
- (6) Proposal

I.13 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.14 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

PART III
LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

| Attachment No. | Title |
|-----------------------|--|
| J.1 | U.S. Department of Labor, Wage Determination No. 2005-2103, Revision No. 14 dated July 25, 2014 |
| J.2 | DDS Policy/Procedure, 2010 Evans Compliance Plan Policy Dated October 2010 |
| J.3 | Court Order No. 76-293, Revision of 2001 Plan for Compliance and Conclusion of Evans v. Gray, July 2010 |
| J.4 | DDA Policy/Procedure Health and Wellness Standards, March 2013 |
| J.5 | DDS HIPPA Business Associate Compliance (August 2013) |
| J.6 | Service Descriptions for DDS |
| J.7 | Service Quality Review Process and Tools |
| J.8 | Provider Information Coded Summary of Facilities |
| J.9 | Office of Investigation and Compliance Policy |

The full text of the incorporated attachments listed below is set forth at www.ocp.dc.gov, under Opportunities & Support, OCP Solicitations, Required Solicitation Documents:

<http://ocp.dc.gov/page/required-solicitation-documents-ocp>

| | |
|---|--|
| J.10 | Government of the District of Columbia Standard Contract Provisions for Use with the District of Columbia Government Supply and Services Contracts, dated March 2007 @ http://ocp.dc.gov/publication/standard-contract-provisions-march-2007 |
| J.11 | 2014 Living Wage Act Notice |
| J.12 | 2014 Living Wage Act Fact Sheet |
| <i>The attachments listed below are required to be completed and submitted with the Offeror's proposal:</i> | |
| J.13 | Government of the District of Columbia Department of Employment Services First Source Employment Agreement (Initial Employment Plan for solicitations valued between \$300,000 and \$5M) |
| J.14 | Equal Employment Opportunity Information and Mayor's Order 85-85 |
| J.15 | Cost/Price Data Requirements |
| J.16 | Tax Certification Affidavit |
| J.17 | Bidder-Offeror Certification |

PART IV - REPRESENTATIONS AND INSTRUCTIONS

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF OFFEROR**

Offeror shall complete and submit with the price proposal the

Bidder/Offeror Certification Form

found at www.ocp.dc.gov, under Opportunities & Support,

OCP Solicitations, Required Solicitation Documents.

Click on “[Bidder/Offeror Certifications](#)”.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

- L.2.1** One original and **five (5)** copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. *DCJM-2015-R-0002, DDS/DDA Provider Certification Reviews.*"

The technical proposal must demonstrate a clear comprehension of the work to be performed. No cost or price information shall be included in the Technical proposal. Resource information should be provided so that the Offeror's understanding of the scope of the work may be evaluated, such as Level of effort per project task or activity which must be included in the Management Plan and Quality Assurance Section under Tab 5 of the Technical proposal.

The Technical proposal is limited to a maximum of 100 single-sided pages or 50 double-sided pages (not including blank page dividers), single-spaced, on 8 1/2-inch by 11- inch size paper, using no smaller than 12-point font in Microsoft Project or Microsoft Word with 1-inch margins (top, bottom, left and right), preferably Times New Roman font. Offerors also need to provide a PDF version of the complete proposal. Support documentation such as timelines, project plans, organizational chart, past performances and resumes for primary and key staff shall be submitted as an attachment to the 100-page written technical proposal and do not count towards the total page limit.

The following instructions establish the acceptable minimum requirements for the format and content of Volume 1, Technical Proposal. Offerors are informed that pages provided beyond the limits may be discarded and not reviewed or evaluated.

Volume 1 Technical Proposal Organization

| <u>Tab</u> | <u>Content</u> | <u>Page Limit</u> |
|------------|-------------------|-------------------|
| 1 | Table of Contents | N/A |

- | | | |
|---|---|----------------------------------|
| 2 | Executive Summary | 6 pages (Not in page count) |
| This section must include a description of the Offeror's organization, current organizational structure, history, legal structure, ownership, and affiliations. | | |
| 3 | Technical Expertise/Approach <ul style="list-style-type: none">• Qualifications/Certifications• Approach to meeting Technical Requirements | 50 pages (25 pages double-sided) |
| 4 | Experience <ul style="list-style-type: none">• Corporate Experience• Past Performance | 18 pages (9 pages double-sided) |
| 5 | Management Plan and Quality Assurance <ul style="list-style-type: none">• Management Plan• Quality Assurance | 16 pages (8 pages double-sided) |
| 6 | Staffing Plan and Key Personnel <ul style="list-style-type: none">• Staffing Plan/Skill Mix• Letters of Commitment• Key Personnel | 16 pages (8 pages double-sided) |

L.2.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C and as described below. To be considered for award, all proposals must include, at a minimum, the following information:

L.2.2.1. **Technical Expertise/Approach.** This section outlines the areas in which the Offeror must clearly demonstrate the manner in which it will meet each requirement of the contract. It is important that each question or request for information be addressed.

L.2.2.1.1. The technical proposal must demonstrate a clear comprehension of the work to be performed and describe the technical approach that will be utilized to successfully meet the District's objectives. The Offeror must submit an explanation of the proposed technical approach in conjunction with the activity to be performed in achieving the objectives described in the Statement of Work (SOW) Section C.

L.2.2.1.2. The Technical proposal shall cover the specific plan and approach to all requirements of each task of this project, including the Offeror's proposed technical approach and the related expertise in the areas delineated below.

L.2.2.1.3. Offeror's Qualifications

The Offeror must describe its approach to implementing the review(s). The Offeror must describe how it will ensure that surveyors:

- a. Are trained in professional interviewing techniques;
- b. Respond appropriately to cultural differences
- c. Have excellent skills interacting with people who have developmental or intellectual disabilities.
- d. Have experience in carrying out such interviews.

L.2.2.1.4. Organizational Capacity

Offeror must provide a description of its approaches in providing QA activities and how these approaches meet the intent of the QA reviews outlined in this Scope of Work. The Offeror must list any accreditations or certifications. The Offeror must be available in the District of Columbia twenty-four hours per day, seven (7) days per week.

L.2.2.1.5. Reviews

The Offeror must describe and provide the actual or draft review instruments they intend to use to conduct reviews. If the Offeror intends to use existing review instruments, they must attach them to their proposal and indicate any modifications planned to accommodate the requirements within this Scope of Work.

The Offeror must design and develop a process for recognizing and identifying service issues inconsistent with DDA policies and procedures which may be outside the scope of instrumentation. Such issues may include but not be limited to: Consumer's unmet needs, possible abuse or reporting of such, inappropriate or inadequate services, consumer concerns, staff and consumer interactions, etc.

L.2.2.1.6. Observation and Evaluation

The Offeror must describe and provide the actual or draft review instrument they intend to use or adapt the existing instrument to conduct observation and evaluation.

L.2.2.1.7. Individual Interviews

The Offeror must provide a description of how they intend to conduct interviews with individuals. If the Offeror intends to use existing review instruments, they must attach them to their proposal and indicate any modifications planned to accommodate the requirements within this Scope of Work.

L.2.2.1.8. Confidentiality of Information

The Offeror must describe the procedures it will use to address all requirements of this Scope of Work as they pertain to confidentiality of personal information. The Offeror must describe how and with whom information will be shared and

safeguarded in full compliance with HIPAA regulations. The DDA and the successful Offeror will complete a HIPAA agreement prior to implementation for the contract.

L.2.2.1.9. Automation Capabilities

The Offeror must provide a full description of the capabilities of its management information system and how it will interface with the MCIS.

L.2.2.2 Corporate Experience and Past Performance.

L.2.2.2.1 This section must describe in detail the commercial and Government contracts the Offeror has performed in the past five (5) years that demonstrate experience in completing requirements similar or related in size scope and complexity to this solicitation. Provide examples of successful implementation of similar requirements. At a minimum, offeror shall furnish the following information for each contract cited:

- A brief description of the work. Include any additional information that will further describe the activities performed and demonstrate the relationship of such experience to the requirements of this solicitation. Specifically, the offeror shall provide a brief explanation of how the work it is performing or has performed relates to the requirements of this contract. The explanation must include a correlation between the experience and the work under this Statement of Work.
- The type of contract;
- The total dollar value of contract; and
- The period of performance.
- For each example identify issues that occurred and how those issues were addressed and the benefits and risks of each approach.

L.2.2.2.2 The Offeror's experience in Quality Assurance of Medicaid and publicly funded services for persons with life-long disabilities, including persons with intellectual and developmental disabilities, and related disabilities including autism, and head and spinal cord injuries.

L.2.2.2.3 The Offeror must demonstrate previous experience in delivering quality assurance and improvement provider and DD service system review services. If applicable, the Offeror must provide certification that it is currently under contract with CMS as a Federally Designated Quality Improvement Organization (QIO) or QIO like entity as designated by CMS or has an application pending with CMS to become a Federally Designated Quality Improvement Organization or QIO-like Entity.

L.2.2.2.4 The Offeror shall provide evidence that it has provided reliable quality assurance audits, reviews, or other monitoring activities on a short-term or long term temporary basis to Governmental agencies, or private or public healthcare facilities. The Offeror shall provide evidence that it understands and employs best practice methodologies for conducting quality assurance activities within the

Developmental Disability population. The monitoring tools or processes or scope need not be exactly the same as those required by this contract but sufficient to obtain an evaluation of the offeror's performance. The Offeror must discuss its experience in carrying out review activities and specify the staff that will be carrying out the terms of the contract.

- L.2.2.2.5** The contractor shall provide contact information for DDS to obtain the past performance evaluations. There is no minimum number of contacts or past performances required, but what is provided must clearly demonstrate the Contractor's capability and commitment to provide the services.

L.2.2.3 **Management Plan and Quality Assurance** shall consist of:

- L.2.2.3.1.** A Management Plan that allows for efficient, effective implementation of proposed strategies, including the management structure that demonstrates the ability to conduct an internal quality control program that ensures that required services, deliverables, data management and reporting align to contract and regulatory requirements and the quality control process is proven and effective. The Management Plan must include:
- A strategy to identify potential barriers to timely completion of reviews.
 - A strategy to mitigate and overcome barriers prior to negative impact.
 - A detailed performance management process and system that will be used to continuously monitor progress at meeting desired goals.
- L.2.2.3.2.** Internal Quality Control. The Offeror must indicate how it will provide internal quality assurance to ensure appropriate administration of all responsibilities of the Scope of Work. The Offeror must describe all components of its internal quality assurance program and indicate specific staff that will be responsible for internal quality assurance and their qualifications.
- L.2.2.3.3.** Data and Reports. The Offeror must describe how it will provide the required reports and deliverables and include a description of their process for assuring all information and data contained in reports is accurate and consistent prior to distribution to the agency and providers. The Offeror must describe how information will be collected, recorded, analyzed, and submitted to the DDA and how it will ensure the information is reported accurately and timely. Offeror shall describe how it will assure staff inter-rater reliability, which is of utmost importance.
- L.2.2.3.4.** Offeror must describe how it will manage all site visits and reviews, reporting, education, automation, and any other functions associated with the Scope of Work. The Offeror must include an organizational chart that identifies each employee by title, clinical staff and consultant assigned to the project. It must also include information regarding the numbers, qualifications, and credentials and roles of each employee title assigned to the project.

L.2.2.4. Staffing Plan and Key Personnel. The Offeror shall identify and submit resumes of staff that are available to start work immediately upon contract award and evidence that the offeror has the ability to recruit qualified staff that will be available within a reasonable time after contract award.

L.2.2.4.1. Resumes for all key personnel shall identify technical qualifications, education and experience having relevance to the requirements herein. The offeror will be evaluated on the degree to which it demonstrates the immediate availability of key personnel. DDS/DDA may contact other sources to verify the accuracy of resume contents. Each resume shall contain, at a minimum, the following information:

- i. Name and position
- ii. Educational background, including academic degrees and the year conferred.
- iii. Technical training, including program year completions
- iv. Years of applicable experience
- v. Immediate availability
- vi. History of applicable employment experience and the technical qualifications relevant to the requirements herein.
- vii. History of other experience and professional accomplishments that the offeror may wish to present to demonstrate the qualifications of the proposed candidate.

L.2.2.4.2. Staffing Plan/Skill Mix: The offeror shall submit a staffing plan that demonstrates its ability to provide qualified personnel in sufficient numbers for ensuring its proposed team, including subcontractors (if proposed), has the skills to meet the requirements stated herein. The offeror shall provide a proposed labor mix that demonstrates an accurate and effective understanding of the technical requirements listed herein. The offeror shall provide a summary of the roles and responsibilities of each labor category with the associated FTEs, including subcontractor labor categories, if proposed. In addition, the offeror is required to submit a staffing chart for the proposed plan for each case type. Labor hours and FTEs are required.

L.2.2.4.3. The Offeror must include a description of the type and amount of training to be provided to each staff person hired during the course of the contract.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than **2:00 p.m. October 14, 2014**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer's that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **five (5)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **five (5)** days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, DDS, 1125 15th Street NW, Washington, DC 20005-2720, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, DDS of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, DDS that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must file with the DC Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, NW, Suite 430, Washington, DC 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Janice Parker Watson
Chief Contracting Officer
1125 – 15th Street NW, 4th Floor
Washington, DC 20005-2720
Telephone Number: (202) 730-1716
Facsimile Number: (202) 730-1514
E-Mail: Janice.Watson@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. All Offerors are notified of the possibility that the competitive range can be limited by the Contracting Officer for purposes of efficiency to permit an efficient competition among the most highly rated proposals.

Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements. Therefore, the prospective contractor must submit documentation and evidence of its responsibility, as listed below, within five (5) days of the request by the District.

- (1) Has adequate financial resources to perform the contract or the ability to obtain those resources;

- (2) Is able to comply with the required or proposed delivery or performance schedule, based upon the bidder's or offeror's existing commercial and government contract commitments;
- (3) Has a satisfactory performance record;
- (4) Has a satisfactory record of integrity and business ethics;
- (5) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules and part A of subchapter X of Chapter 2 of this title [§ 2-219.01 et seq.];
- (6) Has, or has the ability to obtain, the necessary organization, experience, accounting, operational control, and technical skills;
- (7) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (8) Has not exhibited a pattern of overcharging the District;
- (9) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (10) Is otherwise qualified and is eligible to receive an award under applicable laws and rules.

SECTION M: EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

| <u>Numeric Rating</u> | <u>Adjective</u> | <u>Description</u> |
|------------------------------|-------------------------|---|
| 0 | Unacceptable | Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor. |
| 1 | Poor | Marginally meets minimum requirements; major deficiencies which may be correctable. |
| 2 | Minimally Acceptable | Marginally meets minimum requirements; minor deficiencies which may be correctable. |
| 3 | Acceptable | Meets requirements; no deficiencies. |
| 4 | Good | Meets requirements and exceeds some requirements; no deficiencies. |
| 5 | Excellent | Exceeds most, if not all requirements; no deficiencies. |

For example, if a sub factor has a point evaluation of 0 to 20 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 16 (4/5 of 20). The subfactor scores will be added together to determine the score for the factor level.

M.3 EVALUATION CRITERIA:

Proposals shall be evaluated in accordance with the criteria set forth in this Section M.3 to determine the Offeror's ability to complete all technical requirements for conducting the proposed effort. The District Government will consider the degree to which the Offeror demonstrates its ability to meet or exceed the requirements in the Statement of Work as they relate to the evaluation factors. DDS will evaluate the Offeror's proposal against the evaluation factors listed below in descending order of importance:

M.3.1 TECHNICAL CRITERIA (80 Points)

M.3.1.1. Technical Approach/Expertise: 25 Points

Description: This factor considers the degree to which the Offeror makes a clear and concise presentation of the technical approach and the technical expertise to be accessed and provided to perform the District's requirements as described in Section C of this solicitation.

The standard is met when the offeror demonstrates that it has the overall expertise and proposes a successful approach to provide the services described in Section C by addressing each of the questions or requested information delineated in Section L.2.2.1.

M.3.1.2. Corporate Experience and Past Performance: 25 Points

Description: This factor considers evidence that the offeror has recent and relevant corporate experiences and past performance providing reliable quality assurance audits, reviews, or other monitoring activities on a short-term or long term temporary basis to Government agencies, or private or public healthcare facilities. The monitoring tools or processes or scope need not be exactly the same as those required by this contract but sufficient to obtain an evaluation of the offeror's performance. There is no minimum number of contacts or past performances required, but what is provided must clearly demonstrate the Contractor's reliability and commitment to provide the services.

When developing the past performance factor rating, DDS may consider not only information provided by the Offeror, but any other relevant information from outside sources available to DDS up to the date of the most recent proposal submission or any other relevant past performance information that may become available.

The standard is met when the offeror:

Provides evidence that it understands and employs best practice methodologies for conducting quality assurance activities within the Developmental Disability population.

Provides contact information for DDS to obtain past performance evaluations to evaluate the quality and relevance of its corporate experience and past performance.

M.3.1.3. Management Plan and Quality Assurance

15 Points

Description: DDS will evaluate the offeror's proposed management plan and its ability to conduct an internal quality assurance program, as described in Section L.2.2.3. This factor considers an assessment of the following:

- a. Management Plan: A plan to successfully perform the duties outlined herein, including a management structure that allows for efficient, effective implementation of its proposed strategies.
- b. Quality Assurance: DDS/DDA will evaluate the offeror's demonstrated ability to conduct an internal quality control program that ensures that required services, deliverables, data management and reporting aligns to contract and regulatory requirements and the quality control process is proven and effective.
- c. Whether the proposal demonstrates:
 - A strategy to identify potential barriers to timely completion of reviews.
 - A strategy to mitigate and overcome barriers prior to negative impact.
 - Detailed performance management process and system that will be used to continuously monitor progress toward meeting desired goals.
- d. How the Offeror will assure continuous inter-rater reliability among the staff and that staff are skilled in interviewing, record review, observation, analysis, and documentation.

M.3.1.4. Staffing Plan and Key Personnel

15 Points

Description: This factor considers the offeror's comprehensive strategy and demonstration of its capacity to recruit and sustain a qualified staff with a strong knowledge of current Federal, Local, and court mandated regulations consistent with the requirements of Section C. This factor reviews key personnel qualifications and considers a detailed plan that demonstrates the Offeror's recruitment efforts to sustain the staffing requirements under this contract.

- a. DDS/DDA will evaluate the offeror's proposed personnel to be engaged in accomplishing the requirements herein. The evaluation will include the types of personnel (skill mix) proposed by the offeror, educational background, professional experience, and special qualifications that directly relate to the requirements herein. This includes any key personnel, staff, and subcontractors proposed by the offeror to ensure that the proposed labor mix accurately reflects the offeror's technical approach.
- b. Letters of Commitment: DDS/DDA will evaluate Letters of Commitment submitted for Key Personnel and assess the degree to which each proposed candidate has committed to fulfilling the proposed position immediately after award including both current employees and staff not currently employed.

- c. Key Personnel: DDS/DDA will evaluate the offeror's description of proposed staff to the extent that the offeror demonstrates and documents the necessary expertise to successfully perform the contract.

M.3.2 PRICE CRITERIA (20 Points)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 20 \text{ (Weight)} = \text{Evaluated Price Score}$$

M.3.3 TOTAL TECHNICAL AND PRICE POINTS (100 Points)

POSSIBLE CBE PREFERENCE POINTS (12 Points)

MAXIMUM TOTAL POINTS (112 Points)

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any Offeror seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any Offeror seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street NW, Suite 850N
Washington DC 20001

M.5.4.3 All Offerors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.